

REMARKS

Reconsideration and allowance of the above-identified application are respectfully requested. Claims 1, 3-20 are now pending, wherein claims 1, 5, 7, 8, 10 and 11 are amended and claim 2 is canceled.

The specification is objected to for not providing antecedent basis for originally filed claims 17 and 18. Paragraph 0025 is amended to provide the antecedent basis. Accordingly, withdrawal of this objection is respectfully requested.

Claim 20 is rejected under 35 U.S.C. § 112, second paragraph for indefiniteness. Although this ground of rejection is respectfully traversed, paragraph 0022 is amended to refer to the third public key and third signature of the software signature certificate. Accordingly, withdrawal of this rejection is respectfully requested.

Claims 1-20 are rejected under 35 U.S.C. § 103(a) as being obvious in view of the combination of U.S. Patent No. 5,957,985 to Wong et al. ("Wong") and U.S. Patent No. 6,330,670 to England et al. ("England"). This ground of rejection is respectfully traversed.

Claim 1 is amended to include the elements of dependent claim 2. Accordingly, claim 1 now recites "generating a software signature certificate using the public key of the software signature site and a secret key of a control

entity of a trust center, according to a public-key method.” This feature is not disclosed or suggested by the combination of Wong and England.

The Office Action acknowledges that Wong does not disclose the elements of claim 2, and instead relies upon England for the disclosure of the features recited in this claim. Although England discloses a number of different certificates, including a manufacturer certificate 166, CPU certificate 202 and rights manager certificate 210, England does not disclose or suggest that any of these certificates are generated “using the public key of the software signature site and a secret key of a control entity of a trust center”.

Manufacturer certificate 166 is a signed certificate which testifies “that it produced the CPU according to a known specification”¹ This certificate contains the manufacturers’ public key and the CPU’s public key. England does not, however, disclose or suggest that manufacturer certificate 166 is generated “using the public key of the software signature site and a secret key of a control entity of a trust center.”

CPU “certificate 202 contains the challenge message 3, the identity of the DRMOS 206, the public key of the CPU 201, and data representing all software components that are currently loaded and executing on the subscriber computer 200.”² Although England discloses that “certificate 202 is signed using the

¹ Column 7, lines 63-65.

² Column 9, lines 60-64.

private key of the CPU 201”³, England does not disclose or suggest that CPU certificate 202 is generated “using the public key of the software signature site and a secret key of a control entity of a trust center.”

Rights manager certificate 210 “includes such items as date of publication and name of the application, by adding a list of services, or properties, provided by the application...the certificate 210 also identifies the trusted application; alternate mechanisms for identifying a trusted application are described later in the methods section.”⁴ Although England discloses that right manager certificate 210 “is signed by an operating system vendor, content provider, or third party, certifying the properties of the application”⁵, England does not disclose or suggest that it is generated “using the public key of the software signature site and a secret key of a control entity of a trust center”.

The rejection of claim 2 is based on the manufacturer certificate 166. As discussed above, although England discloses that this certificate is signed by the manufacturer, England does not disclose or suggest that manufacturer certificate 166 is generated “using the public key of the software signature site and a secret key of a control entity of a trust center.” In other words, the elements of Applicants’ claim 2 that are now recited in claim 1 do not recite a generically signed certificate, but instead specifically recite particular public and secret keys that are used to generate the certificate. Accordingly, England’s generic

³ Column 9, lines 64-65.

⁴ Column 9, lines 22-29.

⁵ Column 19, lines 7-9.

disclosure of signing a certificate does not render obvious the generation of the software signature certificate in the particular manner recited in claim 1.

Because the Office Action acknowledges that Wong does not disclose the elements of claim 2 that have been incorporated into claim 1, and England similarly does not disclose or suggest such elements, the combination of Wong and England does not render claim 1 obvious.

Moreover, it is respectfully submitted that one of ordinary skill in the art would not have been motivated to combine Wong and England for the reasons set forth in the Office Action. Specifically, the Office Action states that one of ordinary skill in the art would have been motivated "in order to protect the rights of the content provider without requiring additional hardware directed at securing download content." Although England is directed to a digital rights management (DRM) operating system for a general purpose computer, Wong is directed to a fault-resilient automobile control system. There is nothing in England or Wong that discloses or suggests that there would be some need for digital rights management in an automobile control system. Accordingly, one skilled in the art would not have been motivated to combine Wong and England for the reasons set forth in the Office Action.

Claims 3-6 and 8-18 are patentably distinguishable over the combination of Wong and England at least by virtue of their dependency from claim 1.

Independent claim 7 is amended to recite similar elements to those discussed above with regard to claim 1, and is patentably distinguishable over the combination of Wong and England for similar reasons.

The combination of Wong and England does not render claim 19 obvious because the combination does not disclose or suggest "checking, by the control unit, whether the software signature certificate has been changed or manipulated."

The Office Action cites the disclosure in column 11, lines 54-59 of England of checking the signature of an operating system component before loading the component. A disclosure of checking the signature of an operating system component does not, however, disclose or suggest checking a software signature *certificate* as recited in claim 19. Accordingly, the combination of Wong and England does not render claim 19 obvious. Claim 20 is patentably distinguishable over the combination of Wong and England at least by virtue of its dependency from claim 19.

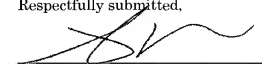
For at least those reasons set forth above, it is respectfully requested that the rejection of claims 1-20 as being obvious in view of the combination of Wong and England be withdrawn.

If there are any questions regarding this amendment or the application in general, a telephone call to the undersigned would be appreciated since this should expedite the prosecution of the application for all concerned.

If necessary to effect a timely response, this paper should be considered as a petition for an Extension of Time sufficient to effect a timely response, and please charge any deficiency in fees or credit any overpayments to Deposit Account No. 05-1323 (Docket #080437.53236US).

Respectfully submitted,

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A handwritten signature in black ink, appearing to be 'Stephen W. Palan', is written over a horizontal line.

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